

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
GREENBELT DIVISION**

ANNIE JEAN JOHNSON

Plaintiff,

v.

WELLS FARGO BANK, N.A., et al.,

Defendants.

Case No.: 8:20-cv-00748-GJH

**DEFENDANT WELLS FARGO BANK, N.A.'S
ANSWER AND AFFIRMATIVE DEFENSES**

Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) by counsel, submits its Answer and Affirmative Defenses to the Complaint filed by Plaintiff Annie Jean Johnson (“Plaintiff”).

PRELIMINARY STATEMENT

1. The allegations set forth in Paragraph 1 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.
2. The allegations set forth in Paragraph 2 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.
3. The allegations set forth in Paragraph 3 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.
4. The allegations set forth in Paragraph 4 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for

themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

5. The allegations set forth in Paragraph 5 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

6. The allegations set forth in Paragraph 6 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

7. The allegations set forth in Paragraph 7 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

8. The allegations set forth in Paragraph 8 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

9. To the extent the allegations set forth in Paragraph 9 of the Complaint are a characterization of this action, such allegations are not subject to denial or admission. To the extent any response is required, Wells Fargo denies that Plaintiff has any basis in fact or law to maintain this action against Wells Fargo.

JURISDICTION

10. The allegations set forth in Paragraph 10 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

PARTIES

11. In response to Paragraph 11 of the Complaint, Wells Fargo admits Plaintiff is a natural person. Wells Fargo is without knowledge or information sufficient to form a belief about the truth or falsity of the remaining allegations set forth in Paragraph 11 of the Complaint regarding Plaintiff's residency, and therefore denies the same.

12. In response to Paragraph 12 of the Complaint, Wells Fargo states it is a nationally-chartered bank and is, therefore, authorized to do business in Maryland.

13. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 13 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

14. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 14 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

15. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 15 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

16. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 16 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

17. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 17 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

FACTUAL ALLEGATIONS

18. The allegations set forth in Paragraph 18 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

19. The allegations set forth in Paragraph 19 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

20. The allegations set forth in Paragraph 20 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

21. The allegations set forth in Paragraph 21 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

22. The allegations set forth in Paragraph 22 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

23. The allegations set forth in Paragraph 23 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for

themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

24. The allegations set forth in Paragraph 24 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

25. The allegations set forth in Paragraph 25 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

26. The allegations set forth in Paragraph 26 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

27. The allegations set forth in Paragraph 27 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

28. The allegations set forth in Paragraph 28 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

29. The allegations set forth in Paragraph 29 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

30. The allegations set forth in Paragraph 30 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

31. Wells Fargo is without knowledge or information sufficient to form a belief about the truth or falsity of the allegations set forth in Paragraph 31 of the Complaint, and therefore denies the same.

32. The allegations set forth in Paragraph 32 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

CRA INACCURACIES

33. The allegations set forth in Paragraph 33 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

34. The allegations set forth in Paragraph 34 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

35. The allegations set forth in Paragraph 35 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

36. The allegations set forth in Paragraph 36 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

37. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 37 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

38. The allegations set forth in Paragraph 38 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

39. The allegations set forth in Paragraph 39 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

COUNT I
VIOLATION OF 15 U.S.C. § 1681e(b) by Equifax, Experian, and Trans Union

40. Wells Fargo adopts and incorporates its responses to the previous paragraphs as if fully set forth herein.

41. The allegations set forth in Paragraph 41 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

42. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 42 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

43. The allegations set forth in Paragraph 43 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

44. The allegations set forth in Paragraph 44 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

45. The allegations set forth in Paragraph 45 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

46. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 46 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

47. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 47 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

48. The allegations set forth in Paragraph 48 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

49. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 49 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

50. The allegations set forth in Paragraph 50 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

51. The allegations set forth in Paragraph 51 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

52. The allegations set forth in Paragraph 52 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

53. The allegations set forth in Paragraph 53 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

54. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 54 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

55. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 55 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

56. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 56 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

57. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 57 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

58. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 58 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

59. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 59 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

COUNT II
VIOLATION OF 15 U.S.C. § 1681i BY EQUIFAX, EXPERIAN and TRANS UNION

60. Wells Fargo adopts and incorporates its responses to the previous paragraphs as if fully set forth herein.

61. The allegations set forth in Paragraph 61 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

62. The allegations set forth in Paragraph 62 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

63. The allegations set forth in Paragraph 63 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

64. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 64 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

65. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 65 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

66. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 66 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

67. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 67 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

68. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 68 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

69. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 69 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

70. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 70 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

71. Wells Fargo is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 71 of the Complaint as they pertain to a co-defendant, and therefore denies the same.

COUNT III
VIOLATION OF 15 U.S.C. § 1681s-2(b) BY WELLS

72. Wells Fargo adopts and incorporates its responses to the previous paragraphs as if fully set forth herein.

73. The allegations set forth in Paragraph 73 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

74. The allegations set forth in Paragraph 74 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

75. The allegations set forth in Paragraph 75 of the Complaint are denied.

76. The allegations set forth in Paragraph 76 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to law, they are denied.

COUNT IV
DEFAMATION BY WELLS

77. Wells Fargo adopts and incorporates its responses to the previous paragraphs as if fully set forth herein.

78. The allegations set forth in Paragraph 78 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

79. The allegations set forth in Paragraph 79 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

80. The allegations set forth in Paragraph 80 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

81. The allegations set forth in Paragraph 81 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

82. The allegations set forth in Paragraph 82 of the Complaint are denied.

83. The allegations set forth in Paragraph 83 of the Complaint contain statements and conclusions of law which require no response, and/or refer to documents which speak for themselves. To the extent the allegations are contrary to the law or vary from the documents to which they refer, they are denied.

84. The allegations set forth in Paragraph 84 of the Complaint are denied.

Wells Fargo denies that Plaintiff is entitled to any of the relief sought in the unnumbered “WHEREFORE” paragraph following Paragraph 84 of the Complaint, including subparts (a)-(d).

JURY DEMAND

Wells Fargo admits that Plaintiff demands a trial by jury.

Wells Fargo denies that it is liable to Plaintiff in any manner whatsoever under any theory whatsoever.

Wells Fargo reserves the right to rely upon any and all defenses as may become known through discovery or at trial.

Wells Fargo reserves the right to amend its Answer to Plaintiff’s Complaint to conform to the evidence as determined in discovery or at trial.

AFFIRMATIVE AND OTHER DEFENSES

Wells Fargo hereby sets forth the following affirmative defenses to the Complaint. By asserting the defenses set forth below, Wells Fargo does not allege or admit that it has the burden of proof and/or the burden of persuasion with respect to any of these defenses. Nor does Wells Fargo admit that Plaintiff is relieved of her burden to prove each and every element of her claims and the damages, if any, to which she is allegedly entitled.

1. The Complaint fails to state a plausible claim for which relief can be granted and should be dismissed pursuant to Fed. R. Civ. P. 12. *See Bell Atlantic Corp. v. Twombly*, 550 U.S.

544, 570 (2007); *Ashcroft v. Iqbal*, 556 U.S. 662, 129 S. Ct. 1937, 1949 (2009). Wells Fargo reserves the right to file a Motion for Judgment on the Pleadings or other dispositive motion seeking dismissal of all Plaintiff's claims.

2. Wells Fargo denies that Plaintiff sustained any damages and denies that it proximately caused any of the damages claimed by Plaintiff.

3. Plaintiff cannot recover from Wells Fargo to the extent that any damages that Plaintiff may have suffered, which Wells Fargo continues to deny, directly and proximately resulted from Plaintiff's acts and/or omissions.

4. Plaintiff cannot recover from Wells Fargo to the extent that any damages Plaintiff may have or will suffer as alleged in the Complaint, which Wells Fargo continues to deny, have been and/or will be proximately caused, in whole or in part, by the negligent, willful, or tortious acts and/or omissions of persons or entities over whom Wells Fargo had no control, and for whose conduct Wells Fargo is not responsible, which bars or diminishes any recovery by Plaintiff against Wells Fargo.

5. At all times relevant, Wells Fargo acted reasonably and in good faith and without any malice or intent to injure Plaintiff or to violate applicable federal law.

6. Plaintiff's claims for punitive damages fail to the extent that the Complaint fails to state a claim for relief for punitive damages. Additionally, Wells Fargo states that while it does not believe Plaintiff has stated a claim for punitive damages, even if she proves an entitlement to any such punitive damage award, Wells Fargo is entitled to the affirmative defense that any such award must comport with the Due Process clause under the Constitution of the United States of America.

7. Plaintiff's claims against Wells Fargo are barred to the extent they are covered by any applicable release agreements.

8. Wells Fargo reserves the right to assert additional defenses (affirmative and otherwise) as this action progresses, and reserves the right to rely upon any and all defenses (affirmative and otherwise) as may become known through discovery or at trial.

WHEREFORE, Defendant Wells Fargo Bank, N.A., by counsel, respectfully requests that the Court dismiss all of the Plaintiff's claims against Wells Fargo, with prejudice, enter judgment in favor of Wells Fargo and against Plaintiff, and award Wells Fargo such other and further relief as the Court may deem just and appropriate.

Date: July 23, 2020

Respectfully Submitted,

WELLS FARGO BANK, N.A.

/s/ John C. Lynch

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